TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MATTRESS DISCOUNTERS IP LLC		11/08/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent
Street Address:	11 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	BANK: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4159192	IF YOU BUY YOUR MATTRESS ANYWHERE ELSE,
Registration Number:	4063239	THE DIFFERENCE IS THE DISCOUNT
Registration Number:	2834292	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	2776934	DISCOVER YOUR COMFORT
Registration Number:	2913797	1-800-BED-TIME
Registration Number:	4091461	SENSI-FLEX
Registration Number:	3371327	MATTRESS KING
Registration Number:	2782841	
Registration Number:	2825900	MATTRESS DISCOUNTERS
Registration Number:	2738747	DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'
Registration Number:	2758092	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	2142390	MATRIARCH
Registration Number:	2000477	1 (800) BUY-A-BED
Registration Number:	1754344	

OP $515.00 4159192

Registration Number:	1395720	COMFORT SOURCE
Registration Number:	1382786	MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S
Registration Number:	1321423	COMFORTSOURCE
Registration Number:	1676268	HAVE A GOOD NIGHT'S SLEEP ON US
Registration Number:	1661181	MATTRESS DISCOUNTERS
Serial Number:	85829171	SLEEP COUNSELOR

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-39040
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/11/2013

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT dated as of November 8, 2013 (this "***Agreement***"), between MATTRESS DISCOUNTERS IP LLC, a Delaware Limited Liability Company (the "***Grantor***"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH as collateral agent (in such capacity, the "***Collateral Agent***").

Reference is made to (a) the Credit Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "***Term Loan Credit Agreement***"), among HMK Intermediate Holdings LLC, a Delaware limited liability company (the "***Borrower***"), HMK Mattress Holdings LLC, a Delaware limited liability company ("***Holdings***"), the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent, and (b) the Guarantee and Collateral Agreement dated as of March 30, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "***Term Loan Guarantee and Collateral Agreement***"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and Credit Suisse AG, Cayman Islands Branch, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Term Loan Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is an Affiliate of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Term Loan Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Term Loan Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Term Loan Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment or performance, as the case may be, in full in cash of the Obligations, the Grantor pursuant to the Term Loan Guarantee and Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "***Patent and Trademark Collateral***"):

(i) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule I hereto, and all reissues, continuations, divisions, continuations in part, renewals or

extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein; and

(ii) (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the PTO (or any successor office) or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule II hereto and (b) all goodwill associated therewith or symbolized thereby, including any rights or interests that reflect or embody such goodwill;

provided, however, that the foregoing pledge assignment and grant of security interest will not cover any (i) "intent to use" trademark applications for which a statement of use has not been filed (but only until such statement is filed) or (ii) permit, lease, license, contract or other instrument held by any Grantor on the date hereof or hereafter acquired (a) that, after giving effect to the applicable anti-assignment provisions of the New York UCC, validly prohibits the grant or creation by such Grantor of a security interest therein or thereon in favor of the Collateral Agent, or pursuant to which any such grant or creation would constitute a breach or default thereunder, or would result in the termination thereof, or would give rise to the right of any Person to terminate, or would require any consent under, any such permit, lease, license, contract or other instrument, and such prohibition, breach, default, termination or right to terminate has not been or is not waived or such consent has not been or is not otherwise obtained, or under applicable law such prohibition, breach, default, termination or right to terminate cannot be waived, *provided* that, in the case of any material permit, lease, license, contract or other instrument hereafter acquired, such Grantor has used commercially reasonable efforts to obtain a waiver of such provision and/or a consent to the grant and creation of a security interest in favor of the Collateral Agent or (b) to the extent that applicable law prohibits the creation of a security interest therein or thereon in favor of the Collateral Agent; *provided, further*, that the foregoing exceptions shall not include the right to receive any proceeds arising from any such applications, permits, leases, licenses, contracts or other instruments or any other rights referred to in Sections 9-406(f), 9-407(a) or 9-408(a) of the New York UCC or any Proceeds, substitutions or replacements of any such applications, permits, leases, licenses, contracts or other instruments (unless such Proceeds, substitutions or replacements would otherwise not be included in the foregoing pledge assignment and grant of security interest pursuant to the terms of this paragraph).

SECTION 3. ***Intercreditor Agreement.*** The terms set forth herein are subject to the Intercreditor Agreement, dated as of March 30, 2012, by and among the Borrower, Holdings, the Grantors and the other subsidiaries of the Borrower from time to time party thereto, Wells Fargo Bank, National Association, as ABL Agent (as defined therein), and the Collateral Agent.

SECTION 4. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Term Loan Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Term Loan Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Term Loan Guarantee and Collateral Agreement, the terms of the Term Loan Guarantee and Collateral Agreement shall govern.

SECTION 5. ***Counterparts.*** This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MATTRESS DISCOUNTERS IP LLC,
as Grantor,

by

Name: Joseph Graci
Title: Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name:
Title:

by

Name:
Title:

[Signature Page to Patent and Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MATTRESS DISCOUNTERS IP LLC,
as Grantor,

by

Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent,

by

Name: John D. Toronto
Title: Authorized Signatory

by

Name: Tyler R. Smith
Title: Authorized Signatory

[Signature Page to Patent and Trademark Security Agreement]

[[3401751]]

SCHEDULE II

Trademarks

Owner: Mattress Discounters IP LLC

TRADEMARK INVENTORY					
	Application No	Filing Date	Registration #	Registration Date	Renewal Date
1.	Trademark	**IF YOU BUY YOUR MATTRESS ANYWHERE ELSE, YOU WILL PAY TOO MUCH!**			
	85399874	8/17/2011	4159192	6/12/2012	6/12/2022
2.	Trademark	**THE DIFFERENCE IS THE DISCOUNT**			
	85305960	4/27/2011	4063239	11/29/2011	11/29/2021
3.	Trademark	**MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US**			
	78144837	7/17/2002	2834292	4/20/2004	4/20/2014
4.	Trademark	**DISCOVER YOUR COMFORT**			
	78143783	7/15/2002	2776934	10/21/2003	10/21/2013
5.	Trademark	**1-800-BED-TIME**			
	78139736	6/28/2002	2913797	12/21/2004	12/21/2014
6.	Trademark	**SENSI-FLEX**			
	77862497	11/2/2009	4091461	1/24/2012	1/24/2022
7.	Trademark	**MATTRESS KING**			
	77005239	9/22/2006	3371327	1/22/2008	1/22/2018
8.	Trademark	**Design Mark – Dynamic Wave**			
	76383197	3/18/2002	2782841	11/11/2003	11/11/2013
9.	Trademark	**MATTRESS DISCOUNTERS**			
	76383196	3/18/2002	2825900	3/23/2004	3/23/2014
10.	Trademark	**DISCOVER YOUR COMFORT HAVE A GOOD NIGHT'S SLEEP ON US**			
	76378440	3/4/2002	2738747	7/15/2003	7/15/2013
11.	Trademark	**MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US**			
	76335760	11/8/2001	2758092	9/2/2003	9/2/2013
12.	Trademark	**MATRIARCH**			
	75232649	1/28/1997	2142390	3/10/1998	3/10/2018
13.	Trademark	**1 (800) BUY-A-BED**			
	74736160	9/29/1995	2000477	9/10/1996	9/10/2016
14.	Trademark	**Sound Mark – "Have a Good Night's Sleep on Us" Jingle**			
	74219263	11/6/1991	1754344	2/23/1993	2/23/2023
15.	Trademark	**COMFORT SOURCE**			
	73548349	7/16/1985	1395720	6/3/1986	6/3/2016
16.	Trademark	**MATTRESS DISCOUNTERS HAVE A GOOD NIGHT'S SLEEP ON US**			
	73508616	11/13/1984	1382786	2/11/1986	2/11/2016
17.	Trademark	**COMFORT SOURCE**			
	73478996	5/7/1984	1321423	2/19/1985	2/19/2015
18.	Trademark	**HAVE A GOOD NIGHT'S SLEEP ON US**			
	74154403	4/5/1991	1676268	2/18/1992	
19.	Trademark	**MATTRESS DISCOUNTERS**			
	73794277	4/19/1989	1661181	10/15/1991	
20.	Trademark	**SLEEP COUNSELOR**			
	85829171	1/22/2013			